

FACILITY USAGE AGREEMENT

This Facility Use Agreement is made by and between Macon-Bibb County, a political subdivision of the State of Georgia, ("Owner") and Donald J. Trump for President, Inc. ("User") (collectively, "Parties," or individually, "Party").

WHEREAS, User desires to access and use the Owner's hangar facilities and grounds located at the former Bombardier building, north hangar, ("Premises") located at the Middle Georgia Regional Airport ("Airport") for the purpose of User holding a campaign event ("Event"), and

WHEREAS, Owner is willing to allow User to access and use the Premises as desired, on the terms and conditions set forth herein,

NOW WHEREFORE, this Agreement is made subject to the following terms and conditions:

1. AUTHORIZED USE

Owner shall make Premises available to User from 12:01 A.M. on Saturday, November 3, 2018, to 11:59 p.m. on Sunday, November 4, 2018 ("Access Period"). User shall have access to and use of Premises inclusive to hangar during the Access Period. During the Access Period, Premises shall be used for set-up and build-out, press load-in, security sweep, guest "doors open" time, Event, and break-down. Owner recognizes that Event will be held on Sunday, November 4, 2018, during which press, invitees and ticketed members of the public will attend the Event in the Premises.

User's production team is responsible for setting up all staging, lighting, seating, tables, audio systems, etc. as needed for the Event, at User's expense. User acknowledges that it has full knowledge of the layout and capabilities of the Premises, and that no staging, lighting, seating, tables, audio systems, or other similar facilities are being provided by Owner. User further acknowledges and understands that Owner is not making any improvements to the Premises, and that the Premises is being provided on an "as-is" basis, with User being granted access to and use of existing facilities within the Premises only, as provided in this Agreement.

User acknowledges that the Premises is limited to the hangar and ramp area outside the hangar, and User access to the office space adjacent to the hangar is strictly prohibited, except as needed to secure the Premises. The Parties acknowledge and agree that access to the runway at the Airport is integral to the performance of the Event. User acknowledges that the Airport has limited parking availability, relative to the anticipated Event attendance, and User shall be responsible for making all necessary arrangements for the parking of cars by Event attendees.

Owner reserves the right to deny access to the Premises in the event that the requirements imposed under Sections 2 or 3 of this Agreement have not been met at the time access is requested.

2. USAGE FEE

User agrees to pay Owner a usage fee in the sum of three thousand dollars (\$3,000.00) in advance, which Owner represents constitutes fair market value of the use of space and shall include access to the basic utilities of the Premises, costs associated with moving incidentals within the Premises to prepare areas for the Event, and all costs associated with operating the Premises during the Access Period.

Notwithstanding the foregoing, Owner acknowledges that User is the authorized campaign committee of the President of the United States of America, and that the User therefore may be forced to cancel or postpone the Event at any time, upon prompt notice to Owner, due to the President's obligations in relation to a pending or occurred national emergency or crisis (including natural disasters) beyond the control of User. In such case, User's cancellation will not be deemed a breach of this Agreement, and no obligation, performance, or payment contemplated under this agreement will be owed by either Party and any payments shall be reimbursed to User. User, however, shall reimburse Owner for any costs incurred by Owner in connection with the Event as of the cancellation date.

3. INSURANCE

- a. User shall provide General Liability Insurance that shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, lasting and explosion, collapse of structures, underground damage, personal injury liability, and contractual liability, with minimum coverage limits of \$1,000,000.00 for each coverage category stated herein. The policy shall not exclude fire or explosion hazards from coverage. The policy shall provide at a minimum the following limits:

(i)	Premises and Operations	\$1,000,000 per Occurrence
(ii)	Products and Completed Operations	\$1,000,000 per Occurrence
(iii)	Personal Injury	\$1,000,000 per Occurrence
(iv)	Contractual	\$1,000,000 per Occurrence
(v)	General Aggregate	\$1,000,000 per Event

- b. All deductibles shall be paid for by User. User agrees to purchase and have the authorized agent state on the insurance certificate that User has purchased insurance coverage as provided for herein. User shall list Owner, as well as Owner's officers, agents, and employees, as additional insureds on all required insurance policies, and such insurance policies shall be primary, paying before any other potential available coverage. All coverage provided shall be on an occurrence basis.
- c. All insurance policies required hereunder shall be maintained in full force and effect during the life of this Agreement, and until such time after the expiration or termination of this Agreement as all obligations imposed hereunder upon User are fulfilled. All required insurance policies shall be issued by a company licensed to do business in the Georgia and with an A. M. Best & Company's rating of at least A.

- d. One original certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.

4. LIABILITY

During the term of this Agreement, User assumes the risk of liability for, and agrees to indemnify and hold safe and harmless, and covenants to defend Owner from and against all claims, liabilities, losses, damages and expenses (including reasonable legal expenses and attorney fees), arising out of User's use of the Premises. User shall not be liable for or indemnify or hold harmless Owner in the event of claims, liabilities, losses, damages, or expenses caused primarily by the negligence or misconduct of Owner or Owner's employees or agents, or otherwise caused by any other occupant of the Premises.

5. EVENT SECURITY

Owner recognizes that the U.S. Secret Service shall operate in connection with the Event and that the U.S. Secret Service shall solely and directly coordinate any law enforcement services necessary for the Event. As such, no law enforcement costs shall be coordinated by Owner, charged through Owner to User, or shall otherwise be reimbursable expenses in connection with this Agreement. User shall be permitted, as necessary, to provide private security contractors at its own expense to operate in conjunction with the Event.

6. CAMPAIGN MERCHANDISE

User is hereby authorized by Owner to sell political campaign merchandise in exchange for federal political contributions at the Event. User shall be the sole and exclusive seller of such merchandise at the Event.

7. USE AND RETURN OF PREMISES

- a. User shall not take any action which damages or alters any interior or exterior structural elements or surfaces of the Premises without obtaining Owner's prior written consent. User shall not affix any equipment to the interior or exterior of the Premises without obtaining Owner's prior written consent.
- b. User shall use the Premises in such a way as to return it to Owner at the end of the Access Period in as good or better condition than the Premises is in at the beginning of the Access Period. User shall be responsible for removing all of User's equipment; cleaning and sweeping the Premises interior; picking up and removing all garbage, debris, waste, or refuse of any kind, and properly disposing of the same; and for arranging with Owner for a walkthrough inspection prior to the end of the Access Period in order to allow Owner an opportunity to observe any additional corrections that need to be made, and to afford User an opportunity to make such corrections.
- c. Any personal property left behind on the Premises at the end of the Access Period shall become the property of Owner, and may be used or disposed of at Owner's discretion.

- d. In the event that Owner must incur expenses relating to (i) cleaning or the removal of personal property; (ii) cleaning or removal of garbage, debris, waste or refuse of any kind; (iii) repair of any damage; or (iv) otherwise restoring the Premises to the condition in which they existed prior to the start of the Access Period, then User shall be liable to Owner for an additional usage fee in an amount equal to 115% of the expenses so incurred, in order to offset such expenses as well as the administrative costs of overseeing such remediation. Any such fees shall be paid within thirty days from the date of written notice by Owner, to the address and email address provided in this Agreement. In connection herewith, Owner agrees to submit to User, in writing, within five (5) business days after the User's use of the Premises, a detailed listing of all claimed expenses for which User is responsible, and Owner shall permit User's representatives to inspect the property so damaged within ten (10) business days thereafter.

8. CONFIDENTIALITY

User and Owner agree not to disclose the negotiations, terms, or existence of the Agreement to any third-party, through any medium, until such time as User has formally announced the scheduling of the Event on User's campaign website, <https://donaldjtrump.com>. User acknowledges and agrees that Owner is subject to Georgia's Open Records Act, O.C.G.A. § 50-18-17, et seq., and the Parties hereby agree that no disclosures authorized or required to be made under the Open Records Act shall be deemed to be in breach of this Agreement.

9. ASSIGNMENT

Neither Owner nor User shall assign any rights granted under this Agreement to any other person or entity without the prior written consent of the other Party.

10. FORCE MAJEURE

Neither Party shall be liable for any loss or damage suffered by the other Party, directly or indirectly, as a result of the first Party's failure to perform, or delay in performing, any of its obligations contained in this Agreement (except any obligations to make payments hereunder), where such failure or delay is caused by circumstances beyond the first Party's control or which makes performance commercially impracticable, including but not limited to fire, flood, storm or other natural disaster, explosion, accident, war, riot, civil disorder, government regulations or restrictions of any kind or any acts of any government, judicial action, power failure, acts of God or other natural circumstances.

11. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that the exclusive jurisdiction and venue for any dispute arising from this Agreement shall be in any state or superior court of competent jurisdiction in Macon-Bibb County, Georgia. Nothing in this Agreement shall be construed as waiving Owner's Eleventh Amendment Immunity under the United States Constitution.

12. TIME IS OF THE ESSENCE

Time is of the essence with regard to performance of any services under this Agreement, unless the Parties agree otherwise in writing.

13. TITLES, CAPTIONS, AND HEADINGS

The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof.

14. AMENDMENTS

This Agreement may not be modified or amended except by agreement in writing signed by the Parties hereto.

15. SEVERABILITY

If any provision of this Agreement is held as a matter of law to be unenforceable or illegal, the remainder of the agreement shall be enforceable without such provision.

16. NOTICES

Notice addresses for Owner and User are as follows:

For Owner:

Mayor Robert A.B. Reichert
700 Poplar Street
Macon, GA 31201
Erick.d'leon@tbiam.aero

For User:

Donald J. Trump for President, Inc.
725 Fifth Avenue
New York, NY 10022
Attn: Bradley T. Crate
bcrate@redcurve.com

17. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties, and shall not be amended except in writing signed by both parties.

18. COUNTERPARTS

This Agreement may be executed in separate counterparts, including in counterparts where one Party's original signature is reproduced by digital, electronic, facsimile, or other means. The Agreement shall be fully executed when each Party whose signature is required has signed at least one counterpart, even though not one counterpart contains all of the original signatures of all the Parties to this Agreement. Any reproduction of an original signature on this Agreement, including by facsimile, digital, photocopy, or other means, shall have the same force and effect as an original signature.

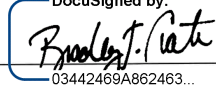
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Authorized representatives of the Parties have caused this Agreement to be executed by signing below.

For Owner:

By: Robert A. B. Reichert
Printed Name: Robert A. B. Reichert
Title: Mayor
Date: Oct. 29, 2018

For Donald J. Trump for President, Inc.:

By: DocuSigned by:  03442469A862463...
Printed Name: Bradley Crate
Title: Treasurer
Date: October 29, 2018 | 4:46 PM EDT